
U.S. AUTO FINANCE, INC.
U.S. AUTO SALES, INC.
USASF SERVICING LLC
as Company/Borrowers

MIDCAP FINANCIAL TRUST,
as Lender Agent

and

WESTLAKE PORTFOLIO MANAGEMENT, LLC,
as Servicer

TRI-PARTY SERVICING AGREEMENT

Dated as of May 22, 2023

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

This TRI-PARTY SERVICING AGREEMENT dated as of May 22, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is among U.S. AUTO FINANCE, INC., U.S. AUTO SALES, INC. and USASF SERVICING LLC (together, the “Company”), WESTLAKE PORTFOLIO MANAGEMENT, LLC, a California limited liability company (“Servicer”), as the servicer and MIDCAP FINANCIAL TRUST, a Delaware statutory trust, as Administrative Agent (in such capacity, with its successors and assigns in such capacity, “Lender Agent”).

WHEREAS, the Company originates Contracts that evidence the sale of a motor vehicle by U.S. Auto Sales, Inc. to an Obligor, which Contracts are acquired by U.S. Auto Finance, Inc. and have historically been serviced by USASF Servicing LLC;

WHEREAS, the Contracts and all related Receivables, Receivables Files and Financed Vehicles are pledged to Lender Agent as collateral to secure advances made to the Company pursuant to that certain Amended and Restated Loan and Security Agreement, dated as March 24, 2021 (as amended) among Lender Agent, the Company, as borrowers, and the lenders signatory thereto (the “Credit Agreement”);

WHEREAS, Servicer is in the business of servicing contracts similar to the Contracts, and the Company desires to enter into this Agreement pursuant to which Servicer will perform specified servicing duties with respect to the Contracts and related Receivables and Financed Vehicles, as described herein, for an on behalf of Company and the Lender Agent (as secured party of the Company under the Credit Agreement), and will remit all proceeds thereof as provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. Whenever used in this Agreement, the following words and phrases shall have the following meanings:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Affiliated Purchaser” has the meaning specified in Section 2.4(c).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Bilateral Servicing Agreement” has the meaning specified in Section 2.4(c).

[REDACTED]

[REDACTED]

[REDACTED]

[illegible]

“Vehicle Service Contract” means, with respect to a Contract and the related Financed Vehicle, a limited warranty and service agreement executed by the related Obligor.

[illegible]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(c) If the successful purchaser at the Sale is an Affiliate of Lender Agent (“Affiliated Purchaser”), Company and Servicer shall use their respective best efforts to execute an amendment to this Agreement removing the Company as a party and incorporating such other amendments as Servicer and such Affiliated Purchaser may agree (a “Bilateral Servicing Agreement”), within ten (10) Business Days (or such longer period as the parties may agree) after the Sale.

[REDACTED]

[REDACTED]

[REDACTED]

Section 6.2 Liability of Servicer; Indemnities.

[REDACTED]

(b) The Company shall defend, indemnify and hold harmless Servicer and its affiliates, and their respective owners, officers, members, directors, managers, employees, agents and lenders (the "Servicer Indemnified Parties") from and against any and all costs, expenses, losses, damages, claims and liabilities, including reasonable fees and expenses of counsel and expenses of litigation, (i) to the extent that such cost, expense, loss, claim, damage or liability (collectively, "Claims") arose out of, or was imposed upon any of the Servicer Indemnified Parties by reason of any third party claims arising from (A) the breach of this Agreement by the Company, (B) the negligence, misconduct or bad faith of the Company in the performance of its duties under this Agreement, (C) by reason of reckless disregard by the Company of its obligations and duties under this Agreement, (D) any Data Breach, to the extent such Data Breach arises from or relates to Company's access to Servicer's systems or data, and (E) prior to the date on which a Bilateral Servicing Agreement has been executed and delivered by Servicer and an Affiliated Purchaser, any such Claims arising from Servicer's administration of the Vehicle Service Contracts that are attributable to errors or omissions in the information provided by Company to Servicer and its agents. Notwithstanding the foregoing, the Company shall not be obligated to provide any such indemnity to the extent that any such claim arises out of the negligence, misconduct or bad faith by Servicer or Servicer's failure to comply with, or perform its obligations under, this Agreement and, as such, Company's indemnity obligation shall be based upon its comparative degree of fault with respect to such claim.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the day and the year first above written.

WESTLAKE PORTFOLIO MANAGEMENT,
LLC,

as Servicer

DocuSigned by:

By: Todd Larufa
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Name: Todd Larufa

Title: Vice President

U.S. AUTO FINANCE, INC.,
as a Company

By: _____

Name:

Title:

U.S. AUTO SALES, INC.,
as a Company

By: _____

Name:

Title:

USASF SERVICING LLC,
as a Company

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the day and the year first above written.

WESTLAKE PORTFOLIO MANAGEMENT,
LLC,
as Servicer

By: _____
Name:
Title:

U.S. AUTO FINANCE, INC.,
as a Company

By: J. Christian Rudolph
Name: J.Christian Rudolph
Title: Chief Financial Officer

U.S. AUTO SALES, INC.,
as a Company

By: J. Christian Rudolph
Name: J.Christian Rudolph
Title: Chief Financial Officer

USASF SERVICING LLC,
as a Company

By: J. Christian Rudolph
Name: J.Christian Rudolph
Title: Chief Financial Officer

MIDCAP FINANCIAL TRUST,
as Lender Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: _____
Name: Maurice Amsellem
Title: Authorized Signatory